



JAMES A. NOYES, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE  
REFER TO FILE: **C-1**

April 17, 2003

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**APPROVE, ADOPT, ADVERTISE, AND AWARD  
CAL POLY POMONA ROAD REHABILITATION PROJECT  
SUPERVISORIAL DISTRICTS 1 AND 5  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that this project is exempt from the provisions of the California Environmental Quality Act.
2. Approve and instruct the Chairman of the Board to sign the cooperative Agreement with California State Polytechnic University, Pomona (Cal Poly Pomona) for this project. The agreement establishes the County's responsibility to design and administer the construction of the project. The project cost, currently estimated to be \$2,900,000, will be partially financed with Federal grant funds of \$2,000,000 and Los Angeles Metropolitan Transit Authority (MTA) Proposition C discretionary grant funds of \$300,000. Cal Poly Pomona will finance the balance of the project costs.
3. Approve the project and adopt the plans and specifications for the Cal Poly Pomona Road Rehabilitation Project, in the vicinity of Pomona (1 and 5), at an estimated construction contract cost between \$1,800,000 and \$2,000,000.
4. Call for bids to be received on May 27, 2003.

5. Instruct the Executive Officer of the Board of Supervisors to advertise the project and to seal and return the plans and specifications to Public Works for filing.
6. Authorize the Director of Public Works to award and execute a contract with the lowest responsive and responsible bidder within or less than the estimated construction cost and to approve the Faithful Performance and Labor and Materials Bonds submitted by the contractor.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

This action involves contracting for the reconstruction of roadway pavement, curb, and gutter; installation of chainlink fence, striping, and pavement markings; and modification of traffic signals on the campus of Cal Poly Pomona. Your Board's approval of the enclosed agreements is necessary for the delegation of responsibilities and the cooperative financing of the project.

We are also recommending that your Board delegate to the Director of Public Works the authority to award and execute the construction contract with the lowest responsible bidder within the estimated construction cost or less. The delegation of this authority allows us to expedite the contracting process so that the contractor can complete the major portion of the work before school resumes in the fall thereby minimizing disruption to campus activities.

### **Implementation of Strategic Plan Goals**

This project is consistent with the County Strategic Plan Goal of Service Excellence since it will provide improved highway facilities for the motorists who use the Cal Poly Pomona campus.

### **FISCAL IMPACT/FINANCING**

The total project cost is currently estimated to be \$2,900,000 with Federal grant funds of \$2,000,000, MTA grant funds of \$300,000, and Cal Poly Pomona's share being \$600,000. The estimated construction contract cost is in the range of \$1,800,000 to \$2,000,000.

This project is included in the Fiscal Year 2002-03 Road Fund Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The cooperative Agreement, which has been approved as to form by County Counsel, provides for the County to perform the preliminary engineering and administer the construction of the project with Cal Poly Pomona to finance the entire cost of the project in excess of Federal grant funds of \$2,000,000 and MTA Proposition C discretionary grant funds of \$300,000 previously identified for the project.

The enclosed plans and specifications include the contractual provisions, methods, and material requirements necessary for this project. The contract agreement will be in the form previously approved by County Counsel.

As required by your Board, language has been incorporated into the project specifications stating that the contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws.

### **ENVIRONMENTAL DOCUMENTATION**

This project is categorically exempt pursuant to Class 1, Subsections (x)(4) and (x)(14), of the revised County Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987.

### **CONTRACTING PROCESS**

This project will be contracted on an open competitive bid basis. The contract will be awarded to the lowest responsible bidder meeting the criteria established by your Board and the California Public Contract Code.

To increase contractor awareness of our program to contract work to the private sector, this project will be listed on the County website for upcoming bids.

The project specifications contain provisions 1) requiring the contractor to comply with the County's Child Support Compliance Program, 2) requiring the contractor to report solicitations of improper consideration by County employees and allowing the County to terminate the contract if it is found that the contractor offered or gave improper consideration to County employees, and 3) requiring the contractor to comply with the requirements of the County's Contractor Employee Jury Service Program.

The project specifications also contain a provision that, should the contractor require additional or replacement personnel to fill employment openings, consideration shall be given to hiring qualified participants in the County's Greater Avenues for Independence or General Relief Opportunities for Work Programs.

On December 19, 2000, your Board adopted a program for the use of small minority and women-owned businesses on federally funded highway construction contracts. Companies meeting these requirements are certified by the State as Disadvantaged Business Enterprises (DBEs). To be eligible for award of this contract, bidders must subcontract at least 2 percent of the work to DBEs or demonstrate a good faith effort to meet this goal.

To ensure that the contract is awarded to a responsible contractor with a satisfactory history of performance, bidders are required to report violations of the False Claims Act, their civil litigation history, and information regarding prior criminal convictions. The information reported will be considered before making a recommendation to award.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The project is to be completed in 100 working days. It is estimated that the work will start in June and be completed in November 2003. The project will be carefully coordinated with University officials to minimize disruption and inconvenience.

The Honorable Board of Supervisors  
April 17, 2003  
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**CONCLUSION**

Enclosed are three copies of the Agreement approved as to form by County Counsel. Upon approval, please return one approved copy of this letter and the Department of Public Works and Cal Poly Pomona copies of the Agreement to Public Works. The third copy of the Agreement is for your files.

Respectfully submitted,

JAMES A. NOYES  
Director of Public Works

CQ:rb  
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Enc.

cc: Chief Administrative Office  
County Counsel  
Office of Affirmative Action Compliance

## A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the Board of Trustees of the California State University which is the State of California acting in its higher education capacity on behalf of California State Polytechnic University, Pomona, hereinafter referred to as "STATE," and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

## W I T N E S S E T H

WHEREAS, STATE proposes to reconstruct the deteriorated roadway pavement on the streets listed below including the reconstruction of curb and gutter and the replacement of the existing markings and striping, as well as construction of shoulders on East Campus Drive, which work is hereinafter referred to as "PROJECT"; and

Kellogg Drive from South Campus Drive to East Campus Drive  
Red Gum Road from Oak Lane to Kellogg Drive  
Oak Lane from Cypress Lane to University Drive  
University Drive from Oak Lane to Kellogg Drive  
East Campus Drive from Kellogg Drive to South Campus Drive

WHEREAS, PROJECT is entirely within the campus area of the CALIFORNIA STATE POLYTECHNIC UNIVERSITY, POMONA, hereinafter referred as "CAL POLY POMONA" and the City of Pomona; and

WHEREAS, PROJECT is of general interest to STATE and COUNTY; and

WHEREAS, COUNTY is willing to perform the preliminary engineering, construction inspection and engineering, materials testing, construction survey, and contract administration for PROJECT; and

WHEREAS, "COST OF PROJECT" includes the costs of preliminary engineering, construction contract, contract administration, construction inspection and engineering, materials testing, and construction survey for PROJECT as more fully set forth herein; and

WHEREAS, COUNTY is willing to apply available Federal and Los Angeles County Metropolitan Transit Authority (MTA) grant funds towards the COST OF PROJECT; and

WHEREAS, TOTAL COST OF PROJECT is currently estimated to be Two Million Nine Hundred Thousand and 00/100 Dollars (\$2,900,000.00); and

WHEREAS, Federal grant funds of Two Million and 00/100 Dollars (\$2,000,000.00) and MTA grant funds of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) have been identified for PROJECT; and

WHEREAS, STATE is willing to finance the entire COST OF PROJECT in excess of Federal and MTA grant funds which is currently estimated to be Six Hundred Thousand and 00/100 Dollars (\$600,000.00); and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by STATE and COUNTY and of the promises herein contained, it is hereby agreed as follows:

1. DEFINITIONS:

- a. COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the costs of preliminary engineering, construction contract, required materials, detour, signing and striping, construction inspection and engineering, construction survey, utility relocation, contract administration, and all other work necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- b. The cost of "preliminary engineering," as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- c. The cost of "construction contract," as referred to in this AGREEMENT, shall consist of the total of all payments to the contractor for PROJECT and payments to utility companies or contractors for the relocation of facilities necessary for the construction of PROJECT.

2. STATE AGREES:

- a. To finance the entire COST OF PROJECT in excess of Federal and MTA grant funds, the amount of which is to be determined by a final accounting of PROJECT costs.

- b. To deposit with COUNTY, following execution of this agreement and the opening of construction bids for PROJECT and upon demand by COUNTY, sufficient STATE funds to finance the entire COST OF PROJECT in excess of Federal and MTA grant funds. This deposit is currently estimated to be Six Hundred Thousand and 00/100 Dollars (\$600,000.00). Said demand will consist of a billing invoice prepared by COUNTY.
- c. That in the event the aforementioned Federal and MTA grant funds are not available for PROJECT, STATE will be responsible to find substitute funding. If substitute funding is not available, COUNTY will refund STATES'S deposit.
- d. To grant COUNTY any temporary right of way within CAL POLY POMONA necessary for the construction of PROJECT at no cost to COUNTY.
- e. To review and approve final plans and specifications of PROJECT at no cost to COUNTY.
- f. Upon approval of construction plans for PROJECT, to issue COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT within CAL POLY POMONA street right of way.
- g. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services which interfere with the proposed construction. Where utilities have been installed on STATE property, STATE will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. STATE will take all necessary steps to grant, transfer, or assign all prior rights over utility companies and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.



- h. To appoint COUNTY as STATE'S attorney-in-fact for the purpose of representing STATE in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
- i. Upon completion of PROJECT, to maintain in good condition and at STATE'S expense all improvements constructed as part of PROJECT within STATE'S jurisdiction.

3. COUNTY AGREES:

- a. To perform the preliminary engineering, construction inspection and engineering, materials testing, construction survey, and contract administration for PROJECT.
- b. To apply for Federal and MTA grant funds to be utilized towards COST OF PROJECT.
- c. To obtain STATE'S approval of plans for PROJECT.
- d. To advertise PROJECT for construction bids, to award and to administer the construction contract, and to act on behalf of STATE in all negotiations pertaining thereto.
- e. To furnish STATE, within one hundred twenty (120) calendar days after final payment to construction contractor for PROJECT, a final accounting of the actual total COST OF PROJECT including an itemization of actual unit costs and actual quantities for PROJECT.

4. IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS.

- a. That if STATE'S share of COST OF PROJECT, based upon final accounting, exceeds STATE'S deposit, STATE shall pay to COUNTY the additional amount upon demand. Said demand will consist of a billing invoice prepared by COUNTY. Conversely, if the required STATE funds are less than said deposit, COUNTY shall refund the difference to STATE.
- b. That if STATE'S payment, as set forth in paragraph (2) b., above, is not delivered to COUNTY office, which will be described on the billing invoice, prior to award of PROJECT, COUNTY may delay the award of PROJECT pending the receipt of STATE'S payment.

- c. STATE shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY of Los Angeles Department of Public Works within thirty (30) calendar days after the date of said invoice. Undisputed charges shall be paid by STATE to COUNTY within thirty (30) calendar days after the date of said invoice. Public Works shall review all disputed charges and submit a written justification detailing the basis for those charges within thirty (30) calendar days of receipt of STATE'S written report. STATE shall then make payment of the previously disputed charges or submit justification for nonpayment within thirty (30) calendar days after the date of COUNTY'S written justification.
- d. COUNTY, at any time, may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of STATE funds if applicable. STATE shall be notified of such changes by invoice.
- e. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. STATE may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult each other, but the orders of the COUNTY inspector to the contractor or any other person in charge of construction shall prevail and be final.
- f. By execution of this AGREEMENT, STATE grants COUNTY permission to enter STATE'S property to perform all work required under the terms of this AGREEMENT.
- g. That this AGREEMENT sets no precedent for future COUNTY involvement with regards to infrastructure development or maintenance within STATE'S property.
- h. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and STATE.
- i. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

STATE:

Mr. Donald W. Green  
Director, Procurement and Support Services  
California State Polytechnic University, Pomona  
3801 West Temple Avenue  
Pomona, CA 91758

COUNTY:

Mr. James A. Noyes  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- j. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of STATE under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of STATE under this AGREEMENT. It is also understood and agreed that pursuant to Government Code, Section 895.4, STATE shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any negligent acts or omissions or acts of willful misconduct on the part of STATE under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of STATE under this AGREEMENT.
- k. Neither STATE nor any officer or employee of STATE shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold STATE harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.

- I. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

[illegible]

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the STATE OF CALIFORNIA on \_\_\_\_\_, 2003, and by the COUNTY OF LOS ANGELES on \_\_\_\_\_, 2003.

COUNTY OF LOS ANGELES

ATTEST:

By

\_\_\_\_\_  
Chair, Board of Supervisors

VIOLET VARONA-LUKENS  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By \_\_\_\_\_  
Deputy

CALIFORNIA STATE POLYTECHNIC UNIVERSITY, POMONA

By \_\_\_\_\_  
Donald W. Green  
Director, Procurement and Support Services

CAL POLY POMONA ROAD REHABILITATION PROJECT  
INSTRUCTION SHEET FOR PUBLISHING LEGAL ADVERTISEMENT

From: Department of Public Works  
Construction Division

PUBLISHING

In accordance with Section 20392 of the Public Contract Code:

Publish: At least ten consecutive times, prior to the date set for opening bids, in a daily newspaper of general circulation printed and published in the County and designated by the Board, or for at least two consecutive times prior to such date in a weekly newspaper printed and published in the County and designated by the Board.

Time Limitation: To open bids in four weeks.

(First advertisement to be published no later than May 3, 2003)

## NOTICE INVITING BIDS

Sealed Bids will be received by the County of Los Angeles Department of Public Works, Construction Division, for the reconstruction of roadway pavement, curb, and gutter; installation of chainlink fence, striping, and pavement markings; and modification of traffic signals under Project ID No. RDC0014108, Cal Poly Pomona Road Rehabilitation Project, in the vicinity of Pomona.

The Bids must be submitted at the Cashier's Office, west side of main lobby, 900 South Fremont Avenue, Alhambra, California 91803-1331, before 11 a.m. on Tuesday, May 27, 2003. The Bids will then be publicly opened and read in Conference Room A or at the location posted in the main lobby.

The Work shall be done in accordance with the Plans and Specifications on file and open for inspection at the County Board of Supervisors Executive Office and the Department of Public Works. The Work is estimated to cost between \$1,800,000 and \$2,000,000 and shall be completed in 100 working days. The Work requires a California Class A or C12 contractor's license. Prebid questions regarding the Plans and Specifications should be directed to Ms. Christine Quirk at (626) 458-3199.

The Bids must be submitted on the Proposal forms included in the Bidder's package of the Contract Documents, which may be purchased for \$60, including postage and handling if mailed, at the aforementioned Cashier's Office, (626) 458-6959, Monday through Thursday between 7 a.m. and 5:30 p.m.

Each Bid must be accompanied by a certified check, cashier's check, or surety bond payable to Los Angeles County in an amount equal to at least 10 percent of the Bid to guarantee that the Bidder will enter into the Contract if it is so awarded.

All persons performing the Work shall be paid not less than the General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to the California Labor Code. Copies of these wage rates are available at the Department of Public Works. Furthermore, minimum wage rates for this Project as predetermined by the Secretary of Labor (Federal) are set forth in the Special Provisions.

If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the applicable prevailing wage rates per the Director of Industrial Relations for similar classifications of labor, the Contractor and its subcontractors shall pay not less than the higher wage rate.

The rate of compensation for any classification not listed in the schedule, but which may be required to execute the Contract, shall be commensurate and in accordance with the rates specified for similar or comparable classifications or for those performing similar or comparable duties.

THIS FEDERAL AID PROJECT HAS A GOAL OF 2 PERCENT DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION.

The County hereby notifies all Bidders that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit Bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, sex, or national origin in consideration for award of any Contract entered into pursuant to this advertisement.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL  
EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority  
Participation in  
Each Trade  
28.3%

Goals for Female  
Participation in  
Each Trade  
6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR, Part 60-4, shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR, Part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and females evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR, Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the Contract is to be performed.



As used in this Notice, and in the Contract resulting from this solicitation, the "covered area" is the County of Los Angeles.

The Bid must provide full disclosure of False Claims Act violations and civil/criminal legal actions as provided for on the three forms included as part of the Proposal. Failure to complete these forms may result in a determination that the Bidder is nonresponsive and/or not responsible.

The Contract, if awarded, will be awarded to the lowest responsive and responsible Bidder; however, the Board of Supervisors reserves the right to reject any and all Bids.

A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible contractors.

The successful Bidder will be required to submit a faithful performance bond, payment bond, worker's compensation insurance, and liability insurance with the Contract.

As provided for in Section 22300 of the California Public Contract Code, the Contractor may substitute securities for any monies withheld by the Department of Public Works to ensure performance under the Contract or enter into an escrow agreement for payment of such monies to an escrow agent.

Each person by submitting a response to this Notice Inviting Bids certifies that such Bidder and each County lobbyist and County lobbying firm, as defined by Los Angeles County Code Section 2.160.010, retained by the Bidder, is in full compliance with Chapter 2.160 of the Los Angeles County Code.

Para mas informacion con relacion a esta noticia, por favor llame a este numero (626) 458-3118. Nuestras horas de oficina son de 7 a.m. a 5:30 p.m. de Lunes a Jueves.

The County supports and encourages equal opportunity contracting.

By order of the Board of Supervisors of the County of Los Angeles, State of California.

Dated April 29, 2003.

Violet Varona-Lukens  
Executive Officer  
of the Board of Supervisors

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